

ARTICLE SEVEN

GRIEVANCES

Section I - Grievance Procedure

It is hereby agreed and understood that the following procedures shall be utilized by the City, and by any Officers who are represented by the Association as the method by which applicable disputes are resolved.

Section II – Definitions

- A. A grievance is an allegation by an employee that the City has violated the terms of this Agreement.
 - 1. Disputes over the terms of any proposed collective bargaining agreement or Memorandum of Understanding between the City and the Association are excluded from this procedure.
 - 2. Disputes over matters subject to review by the Civil Service Commission are not grievable.
 - 3. Disputes over matters which are subject to State or Federal law and which are reviewable by State or Federal administrative agencies are not grievable. For example, equal employment opportunity matters.
 - 4. A grievant is a member of the unit who has been harmed by the alleged violation.
- B. A "day" is a calendar day.

Section III - Procedure

- A. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) calendar days from the event or events on which the grievance is based.
- B. The immediate supervisor will attempt to resolve the grievance within ten (10) calendar days. Upon resolution of the grievance, or on the tenth day after the grievance is presented, the supervisor shall forward a memorandum detailing the grievance and the steps taken to resolve the grievance to the Lieutenant/mid-manager.

The Lieutenant will attempt to resolve the grievance within ten (10) calendar days. Upon resolution of the grievance, or on the tenth day after the grievance is presented, the Lieutenant shall forward a memorandum detailing the grievance

and the steps taken to resolve the grievance to the Department Employee Relations Officer.

- C. The Police Department Employee Relations Officer will resolve the grievance or he/she shall forward the grievance memorandum and, an additional memorandum detailing the steps taken to resolve the grievance, to the Chief of Police or his designee within seven (7) calendar days.
- D. The Chief of Police or his designee shall meet with the grievant within ten days. The Chief of Police or his designee shall render their decision within ten days of hearing the grievance.

Section IV – Appeal

If the grievant is not satisfied with the results of the Informal Procedure, he/she must appeal it on the Department Grievance Appeal Form to the Police Chief within ten (10) days after the answer of the Deputy Chief or designee. The Police Chief or his designee shall meet with the employee within ten (10) calendar days after submission of the grievance to him. Failure to complete the Department form or to submit the form within the time limit automatically disqualifies the grievance. The Police Chief or designee will answer within ten (10) days after the meeting with the employee.

Section V – City Employee Relations Officer Hearing

- A. If the grievant is not satisfied with the results of the procedure, he/she must appeal it on the Department's Grievance Appeal Form to the City Employee Relations Officer within ten (10) days after the answer of the Chief or designee. Failure to complete the Department Form or to submit the form within the time limit, automatically disqualifies the grievance.
- B. After receipt of the appeal, the City Employee Relations Officer, or his designee, shall call for a hearing between the grievant and a representative of the Department. The hearing shall be under the direction of the City Employee Relations Officer, or his/her designee, and will be opened within ten (10) days. The Rules of Evidence shall not apply in such a hearing. The hearing will be completed within five (5) days.
- C. A written decision shall be given, which may affirm, amend or deny the grievance, within thirty (30) days after the close of the hearing, unless otherwise mutually agreed upon between the City and the grievant.

Section VI - Appeal From City Employee Relations Officer

- A. If the grievant is not satisfied with the results of the City Employee Relations Officer's decision he/she may proceed by written request either to the City

Manager or to arbitration within fifteen (15) calendar days from the date of the decision.

- B. If the matter is referred to the City Manager or designee, the hearing shall be opened within not more than ten (10) days from the date the request is received. The City Manager or designee may affirm, modify or deny the grievance. The decision shall be rendered in writing within ten (10) days from the close of the hearing. The decision of the City Manager will be final and binding. The rules of evidence shall not apply in such a hearing.
- C. If the matter is submitted to arbitration, the following procedure shall apply:
 - 1. Upon receipt of a written request from the Association to refer the disputed matter to arbitration, the parties shall meet and attempt to jointly select an arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;
 - 2. Upon receipt of said panel from the American Arbitration Association, the parties shall meet within three (3) calendar days, at which time the parties shall determine the arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
 - 3. Any arbitrator appointed must be familiar with employee/management relations in public employment;
 - 4. The arbitrator shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed;
 - 5. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
 - 6. The findings of the arbitrator shall be transmitted only to the parties to the dispute;
 - 7. Each party shall bear the expenses of presenting its own case. Calling of witnesses by either party shall be done with a reasonable amount of constraint;
 - 8. Cost of making stenographic record shall be borne equally; the arbitrator's fee shall be defrayed wholly by the party whose position was not supported by the arbitrator's findings, except in the case of compromise decisions, the arbitrator shall be empowered to allocate the fee;
 - 9. The arbitrator shall not have the authority to amend, modify or add to the provisions of the Agreement.

10. Any issue of arbitrability must first be decided by the arbitrator before proceeding to a hearing on the grievance;
11. The decision of the arbitrator shall be final and binding.

Section VII - General Provisions

- A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and management representative involved.
- B. The aggrieved employee(s) and representatives(s) shall be allowed reasonable time to participate in the grievance hearings without loss of pay for the time so spent. The cost of witnesses called by either party shall be borne by that party if required to testify when not otherwise required to be on duty.
- C. A grievance shall be considered untimely if not presented by the employee(s) within ten (10) calendar days of the alleged grievance.
- D. Written grievances shall be on a form provided by the City.
- E. Employees who so desire shall have the right to union representation at all stages of this Grievance Procedure.
- F. If the complaint is submitted to Step IV, the grievance shall be presented in writing, and the grievance form shall contain information which:
 1. Identifies the aggrieved;
 2. Contains the specific nature of the grievance;
 3. Indicates the time or place of its occurrence;
 4. States the rule, law, regulation or policy, which is alleged to have been violated;
 5. Indicates the consideration given or steps taken to informal resolution;
 6. States the corrective action desired;
 7. Gives the names of any person or representative chosen by the employee to enter the grievance;
 8. Grievances over Special Detail assignments may be initiated at the Employee Relations Officer level. The City and the Association will expedite the procedure past that step.